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March 12, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ESTABLISH NEW REIMBURSEMENT RATES AND AUTHORIZATION TO
EXECUTE LETTERS OF AGREEMENT FOR TUBERCULOSIS CONTROL HOUSING AND FOOD
VOUCHER SERVICES
VENDOR PROGRAM EFFECTIVE UPON BOARD APPROVAL
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to establish new reimbursement rates and provide authorization to execute Letters of Agreement for the vendor delivered Tuberculosis Control Housing and Food Voucher Services Vendor Program in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Approval to establish new maximum daily reimbursement rates and authorize and instruct the Director of Public Health (DPH), or designee, to execute Letters of Agreement, substantially similar to Exhibits I and II, with the proposed vendors listed in Attachment A, for delivery of fee-for-service housing and food voucher services referenced in Attachment B, effective upon Board approval.
2. Delegate authority to the Director of DPH, or designee, to establish a new maximum daily reimbursement rate for housing and food voucher services up to 25 percent, when the currently approved rate is at least 25 percent below or above an adjusted market rate based on the Shelter and Food Away from Home Consumer Price Index (CPI), subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director of DPH, or designee, to amend Letters of Agreement to change the maximum daily reimbursement rates and/or modify Standards for housing and food voucher



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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 March 12, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

services; and execute new Letters of Agreement, as necessary, with additional vendors for housing or food voucher services, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Tuberculosis (TB) Control Housing and Food Voucher Services Vendor Program (Program) is offered throughout Los Angeles County (LAC) to eligible persons experiencing homelessness, and other high-risk or hard-to-treat patients, during evaluation and treatment for active TB disease or latent TB infection. Through the Program, patients are provided vouchers for housing and food that can be redeemed with participating vendors. The Program is a proven treatment adherence strategy for sustaining high treatment completion rates among TB patients within LAC and achieves health equity for the patients receiving services. Health outcomes are significantly better for patients accepting services when compared to those not accepting services. Mortality among patients experiencing homelessness who decline Program services reaches nearly 32 percent, compared to only two percent among patients accepting services.

Approval of Recommendation 1 will allow DPH to establish new maximum daily reimbursement rates at up to \$55 per day for housing voucher services and \$18 per day for food voucher services, and will allow DPH to enter into new agreements with vendors to deliver housing and food voucher services. The new reimbursement rates are calculated based on the Shelter and Food Away from Home CPI changes between 2001-2018. These new rates are needed to retain existing vendors and engage new vendors, as the number of participating vendors in the Program has decreased by nearly half due to low reimbursement rates that are below estimated market cost. The current maximum daily reimbursement rates were established in 2001 at \$30 per day for housing voucher services and \$12 per day for food voucher services, and are funded by the California Department of Public Health-TB Control Branch (CDPH-TBCB) Food, Shelter, Incentive, and Enabler (FSIE) allotment and net County cost (NCC).

The FSIE allotment is adjusted every two years and, together with a static NCC funding contribution level, supports all TB incentive and enabler activities, which include housing and food voucher services. The FY 2017-18 FSIE allotment was not fully expended, in part due to a lack of service vendors. To ensure the continued operation of the Program within its allocated budget and in light of the increased rates, the DPH TB Control Program (TBCP) is able to adjust the number of vouchers issued, while still meeting patient need. To accomplish this, TBCP will focus on: 1) assuring timely medical evaluation of patients to identify those that no longer need services; 2) prioritizing patients to receive voucher services to complete treatment for active TB disease, as opposed to latent TB infection, since this condition is not an immediate threat to the public's health; and 3) referring TB patients for services to other County programs for which they may be eligible, such as the Housing-for-Health program. Therefore, no additional funds, including NCC funds, are required to support the change in rates.

Approval of Recommendation 2 will allow DPH to establish a new maximum daily reimbursement rate for housing and food voucher services up to 25 percent when the currently approved rate is at least 25 percent below or above an adjusted market rate based on the Shelter and Food Away from Home CPI. Establishment of new rates will require review and approval by County Counsel and notification to your Board and the CEO.

Approval of Recommendation 3 will allow DPH to amend Letters of Agreement to change the new

maximum daily reimbursement rates and/or modify Standards for housing and food voucher services; and execute new Letters of Agreements, as necessary, with additional vendors for housing or food voucher services which will be identified through the Department of Public Social Services vendors list, as well as through recommendations from the Public Health Centers across the County, and other agencies, subject to review and approval by County Counsel.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Funding for the TB Control Housing and Food Voucher Services Vendor Program is fully offset by CDPH-TBCB FSIE funds in the annual amount of \$232,000 and NCC TB Augmentation funds in the annual amount of \$260,000. No additional NCC for this Program is being requested.

Funding is included in the DPH FY 2018-19 Final Adopted Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 25, 1992, your Board approved augmentation funds in the amount of \$500,000 to support TB alternative care programs and incentives. This annual augmentation of funds was utilized to support the provision of housing and food voucher services primarily in the downtown Skid Row area; other patient incentives such as fast-food, grocery, and transportation coupons; and residential care services at the Antelope Valley Rehabilitation Center.

On September 7, 1993, your Board approved the use of Letters of Agreement, allowing DPH to expand the delivery of housing and food voucher services to reach homeless TB patients across a wider geographic area of the County. Vendor reimbursement rates were established at \$3 per meal (\$9 per day) for food, and \$16.00 per day for housing.

On May 10, 2016, your Board approved the acceptance of CDPH-TBCB funds to continue TB prevention and control services for the period of July 1, 2016 through June 30, 2020, including support for lodging, meals, food and grocery store coupons, and transportation tokens and passes for hard-to-treat and otherwise indigent TB patients.

County Counsel has approved Exhibits I and II as to form. Attachment A is the proposed vendor list for housing and food voucher services. Attachment B is a chart detailing the current and proposed new reimbursement rates.

On June 19, 2001, your Board approved the use of Letters of Agreement, allowing an increase in the payment rates for food voucher services at \$12.00 per day (\$4.00 per meal) and housing voucher services at \$30.00 per day to approximate the current market value.

On May 10, 2016, your Board approved the acceptance of CDPH-TBCB funds to continue TB prevention and control services for the period of July 1, 2016 through June 30, 2020, including support for lodging, meals, food and grocery store coupons, and transportation tokens and passes

for hard-to-treat and otherwise indigent TB patients.

County Counsel has approved Exhibits I and II as to form. Attachment A is the proposed vendor list for housing and food voucher services. Attachment B is a chart detailing the current and proposed new reimbursement rates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommended actions will allow DPH to increase maximum daily reimbursement rates for housing and voucher services vendors; retain existing and recruit new vendors, especially within currently underserved Service Planning Areas; and sustain the delivery of housing and food voucher services to high-risk or hard-to-treat TB populations throughout LAC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Barbara Ferrer".

Barbara Ferrer, PhD, MPH, MEd

Director

BF:jl
#04601

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

ATTACHMENT A**PROPOSED VENDOR LIST FOR HOUSING AND FOOD VOUCHER SERVICES**

NO	VENDOR'S NAME	SPA	PUBLIC HEALTH DISTRICT	VOUCHER PROGRAM	
				Housing	Food
1	Miracle House Sober Living	1	Antelope Valley	X	
2	Sterling Motel	2	Pacoima	X	
3	Valley Motel	2	Pacoima	X	
4	Providencia Motel	2	Glendale	X	
5	Oak Park Motel	3	Monrovia	X	
6	Russ Hotel	4	Central	X	
7	El Nido Hotel	4	Hollywood-Wilshire	X	
8	Keystone Motel	7	Whittier	X	
9	Pizza Xpress/Corner Kaffe	4	Central		X
10	Restoran Antequera De Oaxaca	4	Hollywood-Wilshire		X

ATTACHMENT B

Tuberculosis Control Housing and Food Voucher Services Vendor Program

Food & Housing Reimbursement Rates

(Current Rate and Proposed New Rate)

TB Control Vendor Program	Current Rate (2001-Present)	Proposed New Rate (effective upon Board approval) *
Food Services	\$12 per day (\$4 per meal)	\$18 per day (\$6 per meal)
Housing Services	\$30 per day	\$55 per day

* Reimbursement rate will be adjusted when the Consumer Price Index indicate the rate is at least 25% below or above the adjusted market rates.

EXHIBIT I

Letter of Agreement to Participate in Department of Public Health Tuberculosis Control Program – Incentive & Enabler Project Housing Vendor Voucher Services

Facility Name/Address/Telephone #

Authorized Agent's Name/Address/Telephone #

Federal Tax ID Number # _____

I, _____, warrant and certify that I am the owner, authorized general manager or authorized agent of the above listed housing facility, and I have received and read the attached Department of Public Health (DPH) "**Standards For Voucher Recipient Occupancy**", (herein referred to as Standards).

I agree to the fee-for-service reimbursement rate of \$ _____ per night for the duration of the agreement.

I understand that this Agreement shall be suspended or terminated if any of the following occur:

1. A voucher recipient is placed in a room or rooms that the DPH has found to be in violation of the minimum **Standards**.
2. A voucher recipient is intentionally harassed, harmed, punished, or discriminated against by the housing facility management or staff because the voucher recipient has complained about the conditions in the facility.
3. Emergency housing facility management or staff refuses, without good reason, to move a voucher recipient to another room, at the request of DPH, because the room does not meet the minimum **Standards**.
4. Vendor repeatedly violates the **Standards**, or repeatedly fails to correct violations cited by DPH.

I also understand that any person who buys or receives a DPH housing voucher without furnishing a room to the recipient named on the voucher, with intent to submit the voucher to DPH or the County of Los Angeles for reimbursement, is guilty of a fraud and subject to criminal prosecution.

I agree to give a 30-day written notice to the TB Control Program if I decide to no longer participate as a vendor in the Incentive and Enabler Project.

Authorized Agent's Signature

Title

Date

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Date

County of Los Angeles
Department of Public Health
Tuberculosis Control Program
2615 S. Grand Avenue, Room 507
Los Angeles, CA 90007

EXHIBIT I - Attachment

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STANDARDS FOR VOUCHER RECIPIENT OCCUPANCY**

I. MINIMUM STANDARDS – VIOLATION OF WHICH REQUIRES IMMEDIATE CLOSING OR REPAIR OF THE AFFECTED VOUCHER ROOM OR ROOMS

A. No voucher recipient shall be placed in, or be allowed to continue occupancy of, any room or rooms in which the Department of Public Health (DPH) has found any of the following conditions to exist or to have existed when a voucher recipient occupied said room(s), or in any room or rooms affected by such conditions:

1. Infestation of insects or rodents.
2. Gross structural damage and general dilapidation.
3. Lack of adequate, operational plumbing facilities including provision of at least the minimum number of operational toilets and bathing facilities required by law.
4. Lack of hot or cold water, gas or electricity, except for emergency disruptions of service beyond the control of the management which last for one day or less.
5. Unclean or unsanitary rooms or public areas, including, but not limited to, kitchens, toilets, bathtubs, shower stalls and hallways.
6. Large accumulations of rubbish, debris or trash upon the premises.
7. Lack of adequate heating. Adequate heat is defined as 70 F to 80 F measured three feet above the floor, 24 hours a day if centrally controlled, or capable of providing 70 F to each room, if the occupant wanted heat, 24 hours a day if individually controlled. This heating standard is applicable October 1 – May 30 each year.

B. All voucher/contract facilities' rooms and public areas serving said rooms shall be in compliance with the following standards, and no voucher recipient shall be placed in or continue to occupy a room or rooms not meeting, or affected by the failure to meet, said standards:

1. The facility shall be in compliance with current fire codes.
2. Lighting in all rooms, hallways and public areas shall be adequate to provide clear visibility throughout all such rooms, hallways and public areas.
3. In rooms with private bathrooms, all wash basins, toilets, bathtubs and shower stalls shall be operable, reasonably clean and sanitary.

EXHIBIT I - Attachment

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STANDARDS FOR VOUCHER RECIPIENT OCCUPANCY**

I. B. (Cont.)

4. Each private room shall have a door lock operable from inside and outside the room, and a key; each window in the room shall be unbroken, and all moveable windows shall be able to be opened and to be secured.
5. Occupants shall have the only key to their rooms except for the master key(s) or one set of authorized duplicate keys kept in the custody of management; if multiple or unauthorized duplicate keys are found to exist, the lock must be re-keyed.
6. All communal bathrooms shall have toilet stalls and bathing facilities that can be locked from the inside or such bathrooms shall themselves be able to be locked from the inside.
7. All voucher recipients shall be supplied with adequate toilet tissue and soap at check-in and shall be supplied with additional toilet tissue and soap upon reasonable demand.
8. All flooring shall be maintained in a safe condition.
9. Each room shall contain a bed and a place in which to store clothing, both in good repair.
10. On arrival at a facility, each voucher recipient shall receive freshly laundered, untorn bed-linen, a freshly laundered towel, and his room shall contain a mattress and pillows which are dry, clean, and untorn.
11. Necessary security and supervision shall be supplied within the facility reasonably to maintain occupant safety and prevent vandalism, which shall include 24 hours a day on premises Manager(s) in facilities of over 16 units, house rules which are enforced and, in supervised accessed to the facility.

A VENDOR/CONTRACTOR PROMPTLY MUST MOVE A VOUCHER RECIPIENT TO A ROOM NOT IN VIOLATION OF THE ABOVE STANDARDS IF THE ROOM IN WHICH THE VOUCHER RECIPIENT HAS BEEN PLACED IS IN VIOLATION OF ANY OF THE ABOVE STANDARDS AND THE VOUCHER RECIPIENT REQUESTS ANOTHER ROOM. DPH SHALL NOT PAY THE VENDOR/CONTRACTOR FOR ANY AND ALL ROOMS THAT DO NOT MEET THE ABOVE STANDARDS.

EXHIBIT I - Attachment

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STANDARDS FOR VOUCHER RECIPIENT OCCUPANCY**

II. ADDITIONAL STANDARDS – VIOLATION OF WHICH MAY LEAD TO CLOSURE OF ROOMS, FLOORS OR FACILITIES

A. All voucher/contractor facilities shall perform the following services.

1. Furniture shall be clean and kept in good repair.
2. Weekly maid services shall be provided for each room/sleeping area and for all corridors and public areas.
3. Bedding shall be replaced at least once per week with freshly laundered, untorn, linen. The linen shall include at least two sheets and a pillow case. The necessary number of blankets shall be supplied, depending upon the weather and the heating available in each room/sleeping area.
4. Freshly laundered towels shall be provided twice a week.
5. Mattresses and pillows shall be checked to ensure that they are dry at the time that maid service is provided.
6. All windows shall be equipped with shades, curtains, drapes or frosted glass; screens shall be provided on the first three floors of multi-story buildings.

B. All voucher hotels shall be in compliance with the Public Health Code, the State Housing Law, all applicable building and safety codes and Los Angeles County (and/or City) public health ordinances and regulations.

WILLFULL AND/OR REPEATED VIOLATIONS OF ANY OF THE ABOVE MAY LEAD TO THE REMOVAL OF THE ENTIRE HOTEL FROM THE APPROVED VENDOR HOTEL LIST.

III. BUILDING AND SAFETY AND FIRE STANDARDS – VIOLATION OF WHICH REQUIRES IMMEDIATE CLOSURE OF AFFECTED VOUCHER ROOMS, FLOORS OR ENTIRE FACILITY

Conditions which constitute a danger or which make the premise unhealthy for human habitation and which fall into the areas inspected by the Fire Department or by Building and Safety Department include but are not limited to the following:

A. BUILDING AND SAFETY

1. Inadequate weatherproofing for ceilings and walls, if habitability is immediately affected thereby.

EXHIBIT I - Attachment

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STANDARDS FOR VOUCHER RECIPIENT OCCUPANCY**

III. A. (Cont.)

2. Broken windows or presence of broken glass within sleeping rooms or in public areas.
3. Cracks or holes in interior walls of one inch in diameter or greater.
4. Plumbing facilities which are malfunctioning in such a way as to threaten health of occupants.
5. Any other condition designated by the enforcing agency as dangerous or unhealthy for human habitation.

B. FIRE

1. Inoperable or absent fire escapes.
2. Inoperable or absent fire extinguishers.
3. Inoperable or absent fire hoses.
4. Lack of either a functioning fire alarm system or a system of smoke detectors, at least 80% of which are operational.
5. Where automatic door closers are utilized on stairwell doors, such door closers shall be operational.
6. Any other conditions designated by the enforcing agency as dangerous or unhealthy for human habitation.
7. Inoperable or absent carbon monoxide device.

IV. VOUCHER STANDARDS – VIOLATION OF WHICH MAY LEAD TO SUSPENSION AND POSSIBLE CRIMINAL PROSECUTION

- A. Vendors/contractors who accept the "Meal and/or Lodging Order and Invoice" (vouchers) for clients shall:

EXHIBIT I - Attachment

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STANDARDS FOR VOUCHER RECIPIENT OCCUPANCY**

IV. A. (Cont.)

1. Establish that the bearer of each "Meal and/or Lodging Order and Invoice" is the person to whom the authorization was issued by the Department of Public Health.
 2. Comply with all applicable laws regarding nondiscrimination. Vendors/contractors shall not refuse services without good cause to any client. Good cause shall be defined as:
 - a. Drunk or disorderly conduct.
 - b. Behavior that could cause injury to self, other persons or to property.
 - c. Conduct that infringes upon the rights of others.
 - d. Clients who have a history of misconduct as defined above.
 3. Not permit anyone other than the actual provider of goods or services to submit claims to DPH or to receive payments from the Department.
 4. Permit properly identified representatives of DPH to inspect copies of invoices already submitted for payment or in the hands of the vendor/contractor and not yet submitted for payment.
 5. Permit properly identified County representatives to review and inspect any and all operations maintained in connection with the provision of food and housing services.
- B. In processing DPH vouchers, vendors/contractors shall process DPH invoices in the following manner:
1. Examine all invoices before providing goods or services to ensure that the number of days, the time period covered, the rate, and the total amount authorized are consistent.
 2. Ensure that clients have signed the front of each invoice and that there has been no alteration of name, date or amount.

EXHIBIT I - Attachment

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STANDARDS FOR VOUCHER RECIPIENT OCCUPANCY**

IV. B. (Cont.)

Have the authority to refuse to accept irregular vouchers. Clients shall be advised to return to the district office of issuance in case of any irregularity.

3. Require clients to sign their names and room numbers on the reverse of the vouchers as the services are rendered. The vendor/contractor shall enter the date and the client shall sign for each meal when the meal is served. The client shall sign every twenty-four (24) hours for each night's housing.
4. Have responsibility for comparing the client's signature on the reverse of the voucher with the signature on the front to ensure that the client is the same person who signed in the district office.
5. Agree that no one other than the vendor/contractor or his/her designate may sign as the vendor/contractor.
6. Agree not to exchange vouchers or portions of vouchers for cash or other remuneration.
7. Enter the amount claimed which shall reflect a deduction for housing or portion of meals not provided because the client failed to appear.
8. Not transfer vouchers from one client to another, from one vendor/contractor to another, or from one facility to another owned by the same vendor/contractor.
9. Understand that failure to follow any of the above conditions may result in denial of payment, suspension and in some instances, criminal prosecution.
10. Ensure that all new employees are properly trained for their job, including handling the above requirements.

**Letter of Agreement to Participate in Department of Public Health
Tuberculosis Control Program – Incentive & Enabler Project
Food Vendor Voucher Services**

Facility Name/Address/Telephone #

Authorized Agent's Name/Address/Telephone #

Federal Tax ID Number _____

I, _____, warrant and certify that I am the owner, authorized general manager or agent of the above listed food service facility, and I have received and read the attached Department of Public Health (DPH) "**Standards For Voucher Recipient Meals**", (herein referred to as Standards).

I agree to the daily reimbursement rate of \$ _____, based on _____ number of meals per day, and the fee-for-service reimbursement rate of \$ _____ **per meal with beverage**. These rates are in effect for the duration of this agreement.

I understand that this Agreement shall be suspended or terminated if any of the following occur:

1. Vendor's procedures to implement food services as set forth herein are not in accordance with established County and DPH policies, or Standards.
2. A voucher recipient is intentionally harassed, harmed, punished, or discriminated against by food facility management or staff because he/she has complained about the conditions in the facility.
3. Vendor does not comply with the minimal portion sizes and nutritional standards for meal preparation as specified in its meal cost and serving standard.
4. Vendor repeatedly violates the Standards or repeatedly fails to correct violations cited by the DPH.

I also understand that any person who buys or receives a DPH food voucher without providing a meal to the recipient named on the voucher, with intent to submit the food voucher to DPH or the County of Los Angeles for reimbursement is guilty of fraud and subject to criminal prosecution.

I agree to give a 30-day written notice to the TB Control Program if I decide to no longer participate as a vendor in the Incentive and Enabler Project.

Authorized Agent's Signature

Title

Date

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Date

County of Los Angeles
Department of Public Health
Tuberculosis Control Program
2615 S. Grand Avenue, Room 507
Los Angeles, CA 90007

EXHIBIT II - Attachment

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STANDARDS FOR VOUCHER RECIPIENT MEALS**

MINIMUM STANDARDS MEAL VENDORS

1. All meal vendors must participate in the County of Los Angeles Department of Public Health Environmental Health Division Retail Food Inspection Program and:
 - a. Obtain and maintain the County of Los Angeles Public Health Permit
 - b. Participate in annual inspections
2. All meal vendors must abide by the most recent rules and regulations of the California Retail Food Code (Cal Code) and pay special attention to avoid major violations such as:
 - a. Improper holding temperatures
 - b. Improper cooling temperatures
 - c. Inadequate cooking
 - d. Poor personal hygiene of food employees
 - e. Contaminated equipment
 - f. Food obtained from unapproved sources
 - g. Lack of water or hot water
 - h. Liquid waste
 - i. Vermin infestation
3. All meal vendors must immediately notify the County of Los Angeles, Department of Public Health Tuberculosis Control Program of any violation which results in the suspension of the Public Health permit, or when an inspection results in a Notice of Closure.
4. Any meal vendor that is defined as a “covered establishment” by the Food and Drug Administration (FDA) shall comply with the menu labeling provisions of section 403(q)(5)(H) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) which requires nutrition labeling of standard menu items in restaurants and similar food retail establishments.
5. All vendors must provide a combination meal which is composed of a standard menu item that consists of more than one food item, a side dish and a drink that meets the *2015-2020 Dietary Guidelines for Americans*. Menu items should include healthy options such as protein, vegetables, fruits and grains and limit saturated fats and trans fats, added sugars and sodium.
6. All vendors must safeguard that all food employees have adequate knowledge of, and shall be properly trained in, food safety as it relates to their assigned duties.